ARBITRATION

Pursuant to the Regulation respecting the Guarantee plan for new residential buildings (LRQ, c. B-1.1, r. 8)

Arbitration body authorized by the Régie du bâtiment du Québec (RBQ)
Groupe d'arbitrage – Juste Décision (GAJD)

Between

Christopher Reis
(herein after « the Beneficiary»)

And

9398-2585 QUÉBEC INC. doing business under the name HABITAMAX
(previously Habitations Germat inc.)
(herein after « the Contractor»)

And

La Garantie de Construction Résidentielle (GCR)
(herein after « the Plan Manager »)

GCR File No : 11953-2632
GAJD File No: 20202602

ARBITRATION DECISION

Arbitrator: Rosanna Eugeni

For the Beneficiary : Domenico Benevento and Christopher Reis

For the Contractor : Robert D'Astous

For the Plan Manager : Me Pierre-Marc Boyer
Jean-Claude Fillion, inspector conciliator

Date of hearing : August 28th, 2020

Lieu of hearing : Laval (Québec)

Date of decision: October 2nd, 2020

The parties :

BENEFICIARY:	Christopher Reis 3289 Chagall Street Laval (Quebec) H7E 0G9
CONTRACTOR:	Habitations Germat inc. 600 Sicard Street Mascouche (Quebec) J7K 3G5
PLAN MANAGER :	La Garantie de construction résidentielle (GCR) 4101 Molson Street, 3e floor Montreal (Quebec) H1Y 3L1

Chronology :

March 20, 2016: Preliminary contract and GCR guarantee contract (A-1 and A-2)
November 29, 2016: Pre-acceptance inspection of the building (A-3)
December 12, 2016: date of receipt by the Beneficiary (A-3)
May 15, 2019: Denunciation to the Contractor - GCR form) (A-5)
June 12, 2019: Beneficiary's claim request sent to the GCR (A-4)
September 3, 2019: GCR intervention request to the Contractor - 15 days notice (A-5)
October 3, 2019: site visit by the Plan Manager's conciliator inspector (A-7)
January 30, 2020: Date of the Plan Manager's decision (A-7).
February 15, 2020: Receipt of the Plan Manager's decision by the Beneficiary (English and French versions)
March 4, 2020: Receipt by Arbitration Group - Just Decision (GAJD) of the Beneficiary's request for arbitration and appointment of the arbitrator (A-8)
May 19, 2020: Receipt by the arbitral tribunal of the Plan Manager's file.
June 19, 2020: Preparatory conference
August 18, 2020: Reception by the Tribunal of the Beneficiary's documents (photos 2017, 2018 and 2019 (B-1) and emails relating to a neighboring building (B-2)
August 28, 2020: Inquiry and hearing.

Mandate and jurisdiction:

[1] The Arbitrator is seized of this matter by appointment on March 4, 2020. No objection to the jurisdiction of the Tribunal was raised by the Parties and the jurisdiction of the Tribunal is thus confirmed.

The dispute:

2] On March 4, 2020, the Beneficiary appealed against the Plan Manager's decision issued pursuant to the Regulation respecting the guarantee plan for new residential buildings (LRQ c. B-1.1, r.02) (the "**Regulation**"), (file 119153-2632)

(the “**Decision**”) dated January 30, 2020 relating to a single point, namely point no. 1: Crumbling concrete surface at the front porch.

[3] The term "front porch" herein refers to the concrete stairs and landing that lead to the main entrance door of the building.

Value of the dispute:

[4] At the hearing, at the request of the Tribunal, Mr. D’Astous estimated the costs of repairing the alleged problem. His estimate is $ 2,000 to $ 5,000. The Tribunal agrees that this range of costs represents the value of labor, tools and equipment and materials to perform the corrective work described by the Plan Manager’s inspector conciliating.

The testimonials:

[5] The following people testified during the site visit and / or the hearing: Domenico Benevento and Christopher Reis for the Beneficiary, Jean-Claude Fillion, inspector conciliating of the Plan Manager, and Robert D'Astous representing the Contractor.

Special note:

[6] Mr. Reis and Mr. Benevento, both owners of single-family townhouses of the Le Oxford real estate project (Val des Parcs - phase 2) in Laval, each submitted a request for arbitration to the GAJD. Their homes were built by the same contractor around the same time.

[7] The Tribunal was appointed to rule on these two very similar cases; the present file of Mr. Reis, and that of Mr. Benevento, owner of the house located at 3305 Chagall Street.

[8] At the request of the Beneficiaries and with the agreement of all the parties, the pre-hearing conferences, the site visit and the hearing for the two files took place at the same time.

[9] During the pre-hearing conference, Mr. Reis and Mr. Benevento informed the Tribunal that at the hearing, Mr. Benevento would be the principal witness and would plead for both cases and Mr. Reis would also testify as needed.

Relevant facts and evidence:

Relevant facts from documents produced and from Beneficiary's testimony:

[10] Mr. Reis and the representative of Habitations Germat signed the preliminary contract and the GCR guarantee contract on March 20, 2016, for the

construction of the single-family residential townhouse located at 3289 Chagall Street of the Le Oxford real estate project (Val des Parcs - phase 2) in Laval (A-1 and A-2).

[11] The pre-acceptance inspection of the building by the Contractor and the Beneficiary took place on November 29, 2016. The date of receipt of the building indicated by the Beneficiary on the inspection form is December 12, 2016 (A-3).

[12] In his request for arbitration dated March 3, 2020, sent to GAJD under section 108 of the Rules, Mr. Reis wrote the following (A-8):

> « 1. Following approximately 60 days after possession (December 6, 2016), a formal communication via email was sent to Germat, including photographs as evidence, explaining the situation. More specifically, highlighting extreme concern on the condition of the cement and questioning the material used in the process. The cement of the external staircase had commenced to crumble, crack and flake. The condition and concern was communicated immediately with the contractor (Germat).
>
> Over the course of 100+ days, I sent several email communications, telephone conversations and provided several pictures of the defective stairs.
>
> 2. Even for items/concerns which were under guaranteed by the contractor were not being addressed. …It took several handfuls of email communicates on each item of concern regardless of the method of communication (i.e. email, phone call), Germat continued to ignore any or all concerns until frequent email requests were made.
> …
>
> 4. Several dozen emails sent to not only the after-sales personnel but the "Executive VP" whom continuously ignored any attempts for discussions or answers…
>
> 5. Once after several failed communications, and "acting in good faith" with the contractor (Germat), I decided to record a formal claim with the GCR.
> …"

[13] During the hearing, Mr. Benevento explains that in February 2017, shortly after taking possession of their townhouses, Mr. Reis and he noticed a problem with the front gallery. They took photos in 2017, then in 2018 and 2019.

[14] The aesthetic problem worsened over time. In 2018, pieces of the concrete surface broke off the porch. He describes the situation as "disastrous" in the spring of 2019. It was then that he and Mr. Reis reported the problem to the Contractor and to the GCR.

[15] Mr. Benevento and Mr. Reis sent to the Tribunal and the parties' photos of the front porches taken in 2017, 2018 and 2019 (B-1). According to Mr.

Benevento the photos show that the problem was not very noticeable in 2017. He and Mr. Reis would not have applied to the GCR in 2019 if the problem had not worsened so much.

[16] It was when the Contractor's management replied that the front porch was "acceptable as is" that he submitted his request to the Plan Manager.

[17] Mr. Benevento explains that today, the surface of the porches and the staircases is destroyed in some places, and that the value of his house and that of Mr. Reis and the price they could obtain at the sales are reduced as a result of this problem.

Relevant facts from the exhibits and the testimony of the Plan Manager:

[18] Mr. Fillion, inspector conciliator for the GCR and author of the Plan Manager's Decision, testified that he visited the premises on October 3, 2019. Mr. Benevento and Mr. Reis were present at the visit as well as the subcontractor for the Contractor, responsible for the construction of the front porch, Mr. Nolet.

[19] He mentions that the Beneficiaries of both houses observed the same problem with their front porch earlier on and reported it to the Contractor in January and February 2017, but did not report it to the Plan Manager.

[20] The Beneficiaries did not send their complaints to the Contractor and to the Plan Manager until May and June 2019, two (2) years after their discovery of the problem.

[21] During his inspection, he noted that the concrete surface of the front porches had partially crumbled in places where rainwater could drip, under the guardrails of the concrete stairs and where the front roofs are above the concrete porches.

[22] He believes that the problem occurred during the finishing of the concrete surface at the curing stage. Mr. Fillion believes that a step was missed in the finishing process and/ or curing process of the concrete. He adds that during his visit in October 2019, all present including the Contractor's representative (Mr. Nolet), shared his opinion on the nature and probable cause of the problem.

[23] He points out that in the Plan Manager's Decision of January 30, 2020 (A-7) he stated that:

> « The manager believes that this item meets the criteria of non apparent poor workmanship but does not consist in a latent defect."

[24] Since the Beneficiaries only notified the problem to the Contractor and the Plan Manager in the third year after taking possession of their house, this point would have to be a latent defect for the Plan Manager to grant it. However, the

problem does not render the front porches unsuitable for their use; visitors can still come, there is no danger of collapse, nor to health not or to the structural failure.

[25] According to Mr. Fillion, the problem with the front porch does not reduce the value of the house in the sense of the term "latent defect" because it is an aesthetic problem and not a structural one.

[26] Cross-examined by Mr. Reis about the state of the front porches in 2017, he replies that he did not seen them at the time, but asserts on the basis of what he sees in the Beneficiaries' photos (B-1), that if the Beneficiaries had denounced the problem to the Contractor and the Plan Manager in 2017, he would have analyzed it as a poor workmanship deficiency, and that the problems of this nature discovered and denounced in the first year are considered as such under the Regulation.

Pleadings:

For the Plan Manager:

[27] Counsel for the Plan Manager argues that there are two possible scenarios:

[28] First scenario: the problem with the front porch of the houses of Mr. Reis and Mr. Benevento qualify as poor workmanship:

> - In this case, the Beneficiaries had to report the problem to the Contractor and the Plan Manger in 2017. But the Beneficiaries did not. They only disclosed the problem to the Contractor and the Plan Manager in 2019, the third year of the warranty.

[29] Second scenario: the first manifestation of the problem took place in May 2019:

> - In this case, the defect would have to be a latent defect to be covered by the guarantee plan. Latent defects must meet three (3) criteria: danger for users, improper for use and unfit for habitation. However, none of these criteria is present.

[30] The prosecutor argues that the Beneficiaries took possession of their homes at the end of 2016, that the problem was apparent from the beginning of 2017, that it was serious enough at that time for the Beneficiaries to report it to the Contractor and the Plan Manager, as Mr. Fillion testified by observing the photos taken by the Beneficiaries. However, this was not the case; the time took by the Beneficiaries to denounce the problem to the Contractor and the Plan Manager is actually approximately 30 months.

[31] Me Boyer adds that the Beneficiaries have the burden of proof, they did not present an expert to the Tribunal to demonstrate that it is a latent defect, and have not provided evidence to the contrary to that of the Plan Manager.

[32] Counsel for the Plan Manager does not file any case law.

For the Beneficiary:

[33] M. Benevento refers to and reads Article 1739 of the C.C.Q. to the Tribunal:

> « A buyer who ascertains that the property is defective shall give notice in writing of the defect to the seller within a reasonable time after discovering it. Where the defect appears gradually, the time begins to run on the day that the buyer could suspect the seriousness and extent of the defect.
> The seller may not invoke the tardiness of a notice from the buyer if he was aware of the defect or could not have been unaware of it. »

[34] Mr. Benevento argues that in 2017 and 2018, neither Mr. Reid nor he could know the severity and extent of their front porch problem.

[35] Mr. Benevento then refers to two case laws and comments on them.

[36] In the first case law, *Garand c. Tchouprounova et Tchouprounova 2018 QCCA 876,* the Court of Appeal rules on the appeal of a judgment rendered by the Superior Court, which partially allowed the respondent's action for hidden defects concerning a house purchased from the appellant in June 2007, and rejects the Appeal.

[37] Mr. Benevento underlines the following paragraphs of the judgment where the Court of Appeal discusses Articles 2926 and 1739 of the C.C.Q .:

Paragraph 4:

> “The defect in this matter appeared gradually. The resolution of the issue therefore requires a determination whether, or when, the buyer could suspect the seriousness and extent of the defect.”

And paragraph 6:

> “ …The jurisprudence is sensitive to a distinction between a person’s first apprehension of damage of defects and a person’s appreciation of their nature and extent. In this sense there is a meaningful distinction between perception of a tip and knowledge that it is the tip of the iceberg…”

[38] Mr. Benevento argues that, as in the cited judgment, in 2017 and 2018, the Beneficiaries were not aware of the seriousness of the problem of

degradation of the concrete surface of their front porch; they had only seen the tip of the iceberg. It was in 2019 that they saw the seriousness of the problem. They then acted quickly and notified the Contractor and the Plan Manager of their claim in May 2019.

[39] Mr. Benevento also submits the following case law: *Sayed Hamed Kazemi Sangdehi and Morvarid Shahbazian c. Les Tours Utopia Inc. and the GCR, CCAC S19-111301-NP, August 3, 2020*, *Arbitrator: Me Roland-Yves Gagné*.

[40] He presents that in this case, the Beneficiaries accepted the private portions of their condominium in December 2017 and denounced the poor workmanship defects that were the subject of their claim in 2019.

[41] Mr. Benevento points out that in this decision, the Arbitrator grants all the points requested by the Beneficiaries, even those denounced beyond the time limit prescribed in the Regulation, even when it is a question of poor workmanship defects.

[42] Mr. Benevento concludes that Article 1739 of the Civil Code shows that Mr. Reis and himself have the right to claim, because the concrete finishing problem of their front porches was barely perceivable in 2017. Furthermore, although the Beneficiaries can still make use of their front porch, he believes the problem will worsen with time.

Reply by the Plan Manager:

[43] The Plan Manager's attorney replies, regarding the arbitration decision of Me Gagné cited by the Beneficiaries, that in that case, the Contractor had not carried out the joint pre-acceptance inspection with the form approved by the Régie du Bâtiment as prescribed by the Plan Manager and required by the Regulation. For this reason, Me Gagné did not retain the “end of work date” of December 2017 adopted by the Plan Manager in his decision, but instead adopted the date of the first observation of each problem denounced by the Beneficiaries (early May 2018). Hence the delay between the "end of the work" and the denunciation by the Beneficiaries thus determined by Me Gagné in his decision is not of two years.

[44] He concludes that the parallel drawn by Mr. Benevento between this decision and the present case does not stand.

[45] Me Boyer then adds that this arbitration, held within the framework of the Guarantee Plan rules, is not the correct forum for the arguments put forward by the Beneficiaries.

ANALYSIS AND BASIS OF THE DECISION

[46] The Beneficiary challenges the merits of the Plan Manager's Decision and article 2803 of the Civil Code of Quebec dictates that the burden of proof therefore rests on his shoulders:

> "A person seeking to assert a right shall prove the facts on which his claim is based. "

[47] Each case is a case in point.

[48] Mr. Fillion, Architect and inspector conciliator for the GCR, describes the problem as follows in the Plan Manager's Decision (A-7):

> « During our visit to the premises, the manager observed that, at the place where the roofing overhangs extend over the porch, the surface finish of the concrete is partially disintegrating, leaving the aggregates visible.
>
> It appears to the manager that a step in the concrete finishing or curing process was not performed properly, the contractor's representative who was present at the visit agreed with the assessment.
>
> Identical jobs performed at the homes of the immediate neighbours by the same contractor do not display this problem; in those cases, the concrete is practically intact.
> …
> The manager believes that this item meets the criteria of non-apparent poor workmanship but does not consist in a latent defect.
>
> However, to be covered by the guarantee, point 1 must meet the criteria of a latent defect within the meaning of section 10, paragraph 4 of the Regulation, which is not the case here.
> …
> The situation that the beneficiary gave notice of does not render the building unfit for the use for which it was intended.
>
> In addition, the history of the file leads us to understand that the contractor was notified in writing of the situation in January 2017, while the manager was notified on May 15, 2019, which is thirty (30) months after the discovery of the situation, which the manager considers to be an unreasonable amount of time.
>
> Given these circumstances, as the beneficiary failed to give notice of the poor workmanship within a reasonable period of time following its discovery, the manager must dismiss the claim with respect to point 1."

[49] According to Mr. Fillion, the partially crumbled concrete surface of the front porch is a poor workmanship fault. A finishing step while the concrete was curing

was not properly followed. The Contractor's representative present during his inspection visit in October 2019 was of the same opinion.

[50] During our site visit of August 28, 2020 prior to the arbitration hearing, Mr. Fillion explained that to repair the problem, the surface of the concrete of the landing and stairs would have to be broken and redone.

[51] Mr. Reis took possession of his house on December 6 or 12, 2016 (A-3 and A-8).

[52] Mr. Reis reported the problem to the Contractor and the Plan Manager on May 15, 2019 (A-5), approximately 30 months after taking possession of his house.

[53] Two questions are raised in this case, namely:

- first question: if the defect is due to poor workmanship, was the notice period reasonable?

- second question: could the defect be qualified as a latent defect?

First question: if the defect is due to poor workmanship, was the notice period reasonable?

[54] The Regulation dictates the following concerning the guarantee for poor workmanship:

> 10. The guarantee of a plan, where the contractor fails to perform his legal or contractual obligations after acceptance of the building, shall cover:
>
> …
> 3° repairs to non-apparent poor workmanship existing at the time of acceptance of discovered within 1 year after acceptance as provided for in articles 2113 and 2120 of the Civil Code, and notice of which is given to the contractor and to the manager in writing within a reasonable time following the discovery of the poor workmanship;
> … »

[55] The articles of the Civil Code referred to in this paragraph of the Regulation are as follows:

> « 2113. A client who accepts without reservation nevertheless retains his right to pursue his remedies against the contractor in cases of nonapparent defects or nonapparent poor workmanship."
>
> « 2120. The contractor, the architect and the engineer for the work they directed or supervised and, where applicable, the subcontractor, for the

> work he performed, are jointly bound to warrant the work for one year against poor workmanship existing at the time of acceptance or discovered within one year after acceptance."

[56] The Plan Manage describes the problem with Mr. Reis's front porch as a poor workmanship defect. But did the Beneficiary report it to the Contractor and the Plan Manager within a reasonable time of its discovery as required by paragraph 3 of Article 10 of the Regulation?

[57] In his request for arbitration presented to GAJD of March 2020 (A-8), Mr. Reid writes that in February 2017, approximately two (2) months after taking possession of his house, he informed the Contractor by email that he was very concerned about the condition of the concrete of his front porch and was concerned that the materials that had been used may have not been adequate. The cement had started to fall apart. He sent several photos and emails and phone calls to the Contractor in the months that followed. After Mr. Reis had sent several dozen notices to the Contractor, he received a response from the latter to the effect that this point was no longer under guarantee by the GCR.

[58] It was due to the Contractor's lack of cooperation that he presented his denunciation to the Contractor and the GCR regarding the deficiency of his front porch, 30 months after taking possession of his house.

[59] At the hearing, Mr. Benevento presents the facts from a different angle; the problem was barely noticeable in 2017 and 2018, and only became more visible in the spring of 2019.

[60] To make his point, he exhibits photos of the front porches taken by Mr. Reis and by himself in 2017, 2018 and 2019.

[61] For Mr. Fillion, the photos of the years preceding the denunciation by the Beneficiary do show the poor workmanship although it is less pronounced than in the following years.

[62] Yves Fournier, Arbitrator, thus expresses the role of the Tribunal when confronted by contradictory evidence, in his decision *Sommereyns c. 7802471 Canada Inc. and The Residential Construction Guarantee (GRC) CCAC S17-1002201-NP, October 30, 2018*:

> « [109] Les tribunaux doivent souvent agir en pesant les probabilités. Rien ne peut être mathématiquement prouvé. La décision doit être rendue judiciairement et par conséquent en conformité aux règles de preuve généralement admises. Le *Règlemen*t étant d'ordre public, l'arbitre ne peut décider par complaisance ou par le fait que la preuve présentée par l'une des parties se veut sympathique. »

[63] The Tribunal considers that the multiple notices given by the Beneficiary to the Contractor a few months after taking possession of his house indicate that the problem was a source of concern for Mr. Reis at that time.

[64] The Arbitrator notes in the photos taken by the Beneficiaries in 2017 and 2018, the presence of the same traces of the problem, but more attenuated than in the photos of 2019, as mentioned by Mr. Fillion.

[65] After considering all of the evidence, the Tribunal concludes that the deficiency was sufficiently apparent for the Beneficiary to report to the Contractor and the Plan Manager in 2017 and well before the spring of 2019. The deadline of 30 month is therefore not reasonable.

Second question: could the defect be qualified as a "latent defect"?

[66] Article 10 of the Regulation presents the applicable law in the event that the Beneficiary discloses a latent defect after acceptance of the building:

> « 10. The guarantee of a plan, where the contractor fails to perform his legal or contractual obligations after acceptance of the building, shall cover:
> …
> 4° repairs to latent defects within the meaning of article 1726 or 2103 of the Civil Code which are discovered within 3 years following acceptance of the building and notice of which is given to the contractor and to the manager in writing within a reasonable time following the discovery of the latent defects within the meaning of article 1739 of the Civil Code;
> … »

[67] The articles of the Civil Code referred to in this paragraph of the Regulation are as follows:

> « 1726. The seller is bound to warrant the buyer that the property and its accessories are, at the time of the sale, free of latent defects which render it unfit for the use for which it was intended or which so diminish its usefulness that the buyer would not have bought it or paid so high a price if he had been aware of them.
>
> The seller is not bound, however, to warrant against any latent defect known to the buyer or any apparent defect; an apparent defect is a defect that can be perceived by a prudent and diligent buyer without the need to resort to an expert."
>
> « 2103. The contractor or the provider of services supplies the property necessary for the performance of the contract, unless the parties have stipulated that only his work is required.
>
> He shall supply only property of good quality; he is bound by the same warranties with respect to the property as a seller.

> A contract is a contract of sale, and not a contract of enterprise or for services, where the work or service is merely an accessory in relation to the value of the property supplied."
>
> « 1739. A buyer who ascertains that the property is defective shall give notice in writing of the defect to the seller within a reasonable time after discovering it. Where the defect appears gradually, the time begins to run on the day the buyer could suspect the seriousness and extent of the defect.
>
> The seller may not invoke the tardiness of a notice from the buyer if he was aware of the defect or could have been unaware of it."

[68] In the Decision, the Plan Manager refers to paragraph 4 of Article 10 of the Regulation, which deals with latent defects. At the hearing, the Beneficiaries referred to Articles 1726 and 1739 of the Civil Code. These two articles are mentioned in paragraph 4.

[69] In the present case, the uncontested evidence reveals that it is the concrete surface of the front porch of Mr. Reis and Mr. Benevento's houses that is affected and that it is a problem of aesthetic order and not of structure or safety.

[70] The Tribunal refers to the text of the book "La garantie de qualité du vendeur en droit Québécois » by Me Jeffrey Edwards, written before his appointment to the Court of Quebec in 2014. The author writes the following about qualifying latent defects and of Article 1726 C.C.Q :

> « …
>
> **A. Le vice doit posséder une certaine gravité**
>
> 359 – Pour que le vice soit interdit selon la garantie, le déficit d'usage entraîné ne doit pas être d'une quelconque importance. La perte d'usage doit être grave. …
>
> 360 – Le critère déterminant est énoncé dans l'article 1726 C.c.Q. Seul le vice entraînant un déficit d'usage au point « que l'acheteur ne l'aurait pas acheté, ou n'aurait pas donné si haut prix » est réprimé. Nous pourrions songer ici à une norme juridique plus générale, tel caractère « sérieux » ou « important » du vice. … »

[71] In the present case, the deficiency does not make the front porch unsuitable for the use for which it is intended, that is to say, to allow persons to comfortably and safely access the main door of the Beneficiary's home. The impairment is cosmetic, not functional.

[72] The Beneficiaries informed the Tribunal that in their opinion this problem has a negative effect on the price of their homes, but no evidence was presented

on the decrease in the purchase price and / or the possible refusal to purchase these buildings.

[73] Therefore the deficiency of the front porch of Mr. Reis' house cannot be characterized as a latent defect.

[74] As for Article 1739 of the C.C.Q. cited above, as mentioned above, the Tribunal is of the opinion that the deficiency was sufficiently known by Mr. Reid in 2017 for him to report it to the Contractor and the Plan Manager in 2017, and it is not a latent defect, but poor workmanship.

Arbitration fees

[75] Pursuant to Articles 116 and 123 of the Regulation, the costs of this arbitration will be the sole responsibility of the Plan Manager.

FOR THESE REASONS, THE ARBITRATION TRIBUNAL:

MAINTAINS the decision of the Plan Manager,

DISMISSES the request of the Beneficiaries.

ORDERS that the arbitration costs of this arbitration be paid in full by the Plan Manager.

Montreal, October 2nd 2020

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Rosanna Eugeni, Eng., Arbitrator